

**MODIFICATION #6
TO
CONTRACT VA-000920-DYNC**

ASSIGNMENT AGREEMENT

This is an agreement relating to Contract # VA-000920-DYNC (the "Contract") between the Commonwealth of Virginia ("Commonwealth") and DynCorp Techserv, LLC., (the "Assignor"). The parties to this Assignment Agreement are the Commonwealth, the Assignor, and Dyne Tek Services, Inc. (the "Assignee"). The Contract is incorporated herein by reference. Dyn Tek Services, Inc. is a Delaware Corporation and conducts business under the FEIN 134067484.

1. Assignment of Rights. Assignor hereby certifies and warrants to the Commonwealth that Assignor has irrevocably assigned to Assignee all of Assignor's rights under the Contract. Without limiting the foregoing, this assignment includes any outstanding right to payment for work or deliverables rendered prior to the assignment, and Assignor agrees it retains no right to assert any contractual claim whatsoever in connection with the Contract.

2. Acceptance of Assignment of Rights. Assignee acknowledges and agrees that its rights against the Commonwealth in connection with this assignment are no greater than such rights would have been in the hands of the Assignor. Without limiting the foregoing, all rights to payment are subject to such offset, and all other performance by the Commonwealth shall be subject to such defenses as the Commonwealth would have been able to assert against the Assignor in the absence of this assignment.

3. Assumption of Duties. Assignee hereby makes its unconditional commitment to the Commonwealth to assume and perform all of Assignor's remaining obligations under the Contract. Without limiting the foregoing, this assumption includes completion of all work in progress and responsibility for correcting, maintaining or replacing any prior deliverables which were intended by the Contract to be of ongoing use or benefit to the Commonwealth.

4. Consent to Assignment. The Commonwealth hereby consents to the assignment. In the event the Commonwealth mistakenly directs any further payment under the Contract to Assignor (or in the event the Commonwealth has already remitted to Assignor any payment covered by the assignment to Assignee), Assignor agrees that it has and will hold such payment in trust for Assignee and, on behalf of the Commonwealth and without any offset or reduction whatsoever, shall promptly remit same to the Assignee for credit to the Commonwealth's account.

5. Arrangements as between Assignor and Assignee. Upon execution of this Agreement the Assignor is released from its obligations under the Contract. Any arrangements which Assignor and Assignee may make or have already made in regard to rights and duties as between themselves are separate from this Consent To Assignment and shall not affect the Commonwealth's right hereunder to treat the Assignee as holding all rights and obligations of Assignor under the Contract.

6. Notice to Assignor. If the Commonwealth sends any notice terminating the Contract, or any notice warning of possible termination of the Contract, the Commonwealth will send a copy of any such notice to Assignor.

7. Transition Duties. This Assignment shall become effective October 1, 2002.

8. Applicable law. In accordance with the Contract, this Assignment Agreement shall be governed by the laws of Virginia and any litigation with respect thereto shall be brought only in the courts of the Commonwealth of Virginia. All other terms and conditions of the Contract remain in full force.

9. Complete Agreement. This is the complete and final expression of the Assignor's and Assignee's agreement with the Commonwealth and can be modified only in a writing signed by all parties.

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be signed by their duly authorized officers, intending to be bound thereby.

DYNCORP TECHSERV, LLC

Assignor:

BY: [Signature]
NAME: _____
TITLE: H. MONTGOMERY HOUGEN
DATE: 9/17/02

COMMONWEALTH OF VIRGINIA

BY: [Signature]
NAME: Jeff Davis
TITLE: Contracts Manager
DATE: 9-19-02 **(D.T.)**

DYN TEK SERVICES, INC.

Assignee:

BY: [Signature]
NAME: Barrie Burnick
TITLE: Director of Contracts
DATE: 9/17/02